



Master Services Agreement

(MSA)

June 2026 Edition
Effective from 15 June 2026

Lanmark Limited

Company number 02977539

Registered office: West Hill House, West Hill, Dartford, DA1 2EU

lanmark.com/terms-of-business

Part of the Lanmark Terms of Business suite, published 15 June 2026.

Document control

Field	Value
Document title	Lanmark Limited Master Services Agreement
Document reference	Lanmark MSA
Version	June 2026 Edition
Document date	Effective from 15 June 2026
Status	Published (June 2026 Edition)
Supersedes	Lanmark Master Services Agreement and all earlier versions

Revision history

Date	Version	Reason
15 June 2026	June 2026 Edition	First publication of the Lanmark Terms of Business suite (June 2026 Edition).

Master Services Agreement

Parties

- (1) Lanmark Limited, a company incorporated and registered in England and Wales with company number 02977539, whose registered office is at West Hill House, West Hill, Dartford, DA1 2EU (Lanmark).
- (2) The Client identified in the Account Application Form or the Order Form (the Client).

Background

- (A) Lanmark Limited provides Services to its clients on the terms set out in this Master Services Agreement, supplemented by Service Schedules describing each Service in detail and Order Forms setting out the commercial particulars of each engagement.
- (B) The Client wishes to receive one or more Services from Lanmark on those terms.
- (C) This Master Services Agreement, together with the applicable Service Schedule(s), the Order Form, the Account Application Form (where signed) and any variation executed in accordance with Clause 28, constitutes the entire agreement between the parties for the Services.

Agreed terms

1. Definitions and interpretation

- 1.1 The definitions and rules of interpretation in this Clause 1 apply throughout this Agreement.

Account Application Form means the form completed and signed by the Client at the start of the relationship with Lanmark, capturing the Client's company details, key contacts and direct debit mandate.

Acceptance Criteria means the criteria for acceptance of a Deliverable as specified in the applicable Service Schedule, Order Form or Quote, or as otherwise agreed in writing by the parties.

Acceptance Period means the period during which the Client may test and accept a Deliverable, as specified in the applicable Service Schedule or Order Form, or as otherwise agreed in writing by the parties.

Agreement means this Master Services Agreement, together with: (i) the applicable Service Schedules; (ii) the Order Form; (iii) the Account Application Form (where signed); (iv) the Sub-Processors List; and (v) any variation executed in accordance with Clause 28.1.3.

Authorised Users means those individuals (whether employees, contractors or other personnel) of the Client who are authorised by the Client to use the Services.

Background Materials means all intellectual property, know-how, methodologies, techniques, tools, software and documentation owned, developed or controlled by Lanmark and used in the provision of the Services, whether created before or independently of the engagement under this Agreement.

Business Day means a day other than a Saturday, Sunday or public holiday in England, on which clearing banks in London are open for normal business.

Contract Year means each successive period of twelve (12) months starting on the Commencement Date of a Service, and each anniversary of that date during the Term of the Service.

Client Data means any information or data provided by or on behalf of the Client to Lanmark, or generated as a result of the Client's use of the Services, including any information derived from such information.

Client Site means the locations at which the Services are provided to the Client, as identified in the Order Form, the applicable Service Schedule or as otherwise agreed in writing by the parties.

Commencement Date means the date on which the relevant Services commence under the Order Form, or, if no date is specified, the date the Order Form is accepted by both parties.

Confidential Information means all confidential information (in any form) disclosed by one party to the other in connection with this Agreement, including information that is identified as confidential or that should reasonably be understood to be confidential by reference to its nature or the circumstances of its disclosure. Confidential Information includes the terms of this Agreement, the terms of any Order Form, and Client Data, but does not include information which is or becomes publicly available other than through the receiving party's breach, was already known to the receiving party free of any duty of confidence, was independently developed without reference to the disclosing party's information, or is required to be disclosed by law or by a regulator with authority over the receiving party.

Data Protection Legislation means the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended; and any other applicable data protection or privacy law or regulation in force in the United Kingdom from time to time, together with any binding guidance or codes of practice issued by the Information Commissioner's Office.

Deliverable means any output produced by Lanmark and delivered to the Client under this Agreement, including documents, reports, designs, configurations, code, plans and other materials.

Effective Date means the date on which this Agreement first comes into effect between the parties, being either the date the Client signs the Account Application Form or the date the first Order Form is accepted by both parties, whichever is the earlier.

Fair Usage Policy means Lanmark's fair usage policy, published at lanmark.com/terms-of-business and as updated by Lanmark from time to time in accordance with this Agreement.

Fees means the charges payable by the Client to Lanmark for the Services, as set out in the applicable Order Form.

Force Majeure Event means any event or circumstance beyond the reasonable control of a party which prevents that party from performing its obligations under this Agreement, including acts of God, war, riot, civil commotion, terrorist activity, malicious damage, compliance with any new law or governmental order, accident, fire, flood, storm, computer viruses or malware, epidemic or pandemic. The withdrawal of the United Kingdom from the European Union is not a Force Majeure Event.

Goods means any physical goods supplied by Lanmark as part of the Services, as set out in the applicable Order Form.

Good Industry Practice means the standards, practices, methods and procedures that would reasonably be expected from a skilled and experienced provider of services similar to the Services, having regard to the nature of the engagement, the size of the parties, the agreed Service Levels and the fees payable.

Initial Term means the initial term of the engagement for a particular Service, being three (3) years unless a different period is specified in the Order Form.

Insolvency Event means a party becoming insolvent, ceasing to carry on business, suspending payment of its debts, entering into administration, liquidation (other than for the purposes of a solvent reorganisation), receivership or any equivalent procedure in any jurisdiction, or being unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986.

Intellectual Property Rights means all intellectual property rights of any kind, whether registered or unregistered, anywhere in the world, including patents, trade marks, copyright and related rights, database rights, design rights, rights in confidential information and know-how, domain names, and all applications, renewals and extensions of any of those rights.

Lanmark System means the systems, networks, hardware, software and tools used by Lanmark in the provision of the Services.

Normal Business Hours means Monday to Friday, 9.00am to 5.30pm UK time, excluding public holidays in England.

Order Form means the document by which the Client orders Services from Lanmark, identifying the Services purchased, the applicable Service Schedules, the Fees, the term, the Client Sites and any other commercial detail. An Order Form may take the form of a signed PandaDoc Order Form, an accepted Qwilr proposal, an accepted HaloPSA quotation, or a signed emailed proposal.

Personal Data means personal data, as defined in the Data Protection Legislation, that is processed by Lanmark on behalf of the Client in connection with the Services.

Quote means a quotation issued by Lanmark to the Client for proposed Services, which becomes an Order Form on acceptance by the Client.

Relief Event means any failure by the Client to comply with its obligations under this Agreement, any breach by the Client or its personnel of any law or third party right, any failure of Client systems, hardware, software or networks that Lanmark is not responsible for, or any other circumstance for which the Client (and not Lanmark) is responsible.

Representative means an individual nominated by a party from time to time as that party's principal point of contact for matters arising under this Agreement.

Retail Prices Index means the all-items Retail Prices Index excluding mortgage interest payments, as published by the Office for National Statistics, or any successor or substitute index that the Office for National Statistics may from time to time publish.

Service Levels means the service levels applicable to the Services, as set out in the applicable Service Schedule or Order Form.

Service Schedule means a Lanmark service-specific schedule of terms describing a particular service Lanmark provides, published at lanmark.com/terms-of-business. A Service Schedule supplements this Agreement and prevails over this Agreement only on the service detail specifically covered by that Service Schedule and only where the Service Schedule explicitly states an override.

Services means the services Lanmark provides to the Client under this Agreement, as identified in the Order Form and as described in the applicable Service Schedule, together with any Goods supplied as part of those services.

Sub-Processor means any third party engaged by Lanmark to process Personal Data on behalf of the Client in connection with the Services.

Sub-Processors List means Lanmark's operational list of approved Sub-Processors, published at lanmark.com/terms-of-business and as updated by Lanmark from time to time in accordance with this Agreement. The Sub-Processors List identifies Sub-Processors and the applicable transfer mechanisms; it does not amend the data protection obligations set out in Clause 13.

Subsequent Term means any period of twelve (12) months following the Initial Term during which the engagement for a particular Service continues, unless a different period is specified in the Order Form.

Term means the period during which this Agreement is in force, comprising the Initial Term and any Subsequent Term, in respect of each Service.

Third Party Provider means any third party whose products or services Lanmark resells or uses to deliver Services to the Client. The applicable Service Schedule identifies the relevant Third Party Provider for each Service and the location at which that Third Party Provider's

terms are published. The Sub-Processors List identifies the Third Party Providers that process Personal Data on behalf of the Client.

UK GDPR means the retained EU law version of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

VAT means value added tax chargeable in the United Kingdom.

Virus means any software, code or device intended to disable, damage, corrupt or interfere with the operation of any computer system, including viruses, trojans, worms, ransomware, spyware and similar items.

1.2 Interpretation

- 1.2.1** Headings in this Agreement are for convenience only and do not affect its interpretation.
- 1.2.2** Words in the singular include the plural and vice versa, and a reference to one gender includes a reference to all other genders.
- 1.2.3** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and includes any subordinate legislation made under it.
- 1.2.4** A reference to writing or written includes email.
- 1.2.5** Any phrase introduced by the words including, includes, in particular or for example shall be construed as illustrative and shall not limit the generality of the words to which it relates.
- 1.2.6** A reference to a Clause is to a clause of this Agreement. A reference to a Service Schedule or to the Order Form is to the Service Schedule or Order Form applicable to the relevant Services.
- 1.2.7** A reference to this Agreement or to any other agreement or document is a reference to that agreement or document as updated, varied or supplemented from time to time in accordance with its terms.

1.3 Order of precedence (subject-matter priority)

1.3.1 The Agreement is structured so that each document has its own scope of application. The order of precedence operates by subject matter rather than as a mechanical priority list:

- (a) this Master Services Agreement governs all framework provisions. It prevails on framework matters unless a Service Schedule explicitly states an override under sub-clause (b) below;

- (b) each Service Schedule governs the service-specific detail of the Service it covers. A Service Schedule prevails over this Master Services Agreement only in respect of specific service detail and only where the Service Schedule explicitly states an override. The override applies only to the extent expressly stated;
 - (c) the Order Form sets out the commercial particulars of the engagement (the Services purchased, the Fees, the term, the Client Sites and similar). The Order Form does not contain contractual terms and cannot override either this Master Services Agreement or any Service Schedule;
 - (d) the Account Application Form sets out the Client's identification, contact details and direct debit mandate, and is binding on the Client where signed.
- 1.3.2** The Sub-Processors List is an operational document referenced from Clause 13. It identifies Sub-Processors and applicable transfer mechanisms. It does not amend the data protection obligations in Clause 13 and does not have precedence over this Agreement.
- 1.3.3** Where there is a genuine inconsistency between a provision in this Master Services Agreement and a provision in a Service Schedule that does not explicitly state an override, the provision of this Master Services Agreement prevails.

2. Provision of Services

- 2.1** This Agreement sets out the terms on which Lanmark provides the Services to the Client. The detail of each Service is set out in the applicable Service Schedule, and the commercial particulars of each engagement are set out in the Order Form.
- 2.2** Lanmark will provide the Services with reasonable skill, care and ability in accordance with Good Industry Practice, the applicable Service Schedule, the Order Form and the Service Levels.
- 2.3** This Agreement supersedes all prior representations, arrangements, understandings or agreements between the parties relating to the Services, whether oral or in writing. This Agreement prevails over any of the Client's standard or pre-printed terms (including any terms referenced in a purchase order, order confirmation, invoice or other commercial document issued by the Client) unless those terms are expressly accepted in writing by an authorised signatory of Lanmark.
- 2.4** Lanmark will use reasonable endeavours to meet any performance, delivery or completion dates specified in the Order Form or any Service Schedule. Unless expressly stated otherwise in the Order Form, any such date is an estimate and time is not of the essence.
- 2.5** Lanmark may, on reasonable notice to the Client, change the manner in which any Service is delivered (including by changing the Lanmark System or any Sub-Processor, subject to Clause 13 in respect of Sub-Processors) provided that the change does not adversely affect the substance of the Service or any committed Service Level. Where the change will adversely affect either, Lanmark will follow the Change Request process at Clause 19.

3. Lanmark's responsibilities

3.1 Lanmark will:

- (a) provide the Services in accordance with this Agreement, the applicable Service Schedule, the Order Form and the Service Levels;
- (b) use suitably skilled, qualified and supervised personnel (including any Sub-Processors) to provide the Services;
- (c) commit sufficient resources to enable delivery of the Services in accordance with the Order Form;
- (d) comply with all applicable laws and regulations in the United Kingdom in performing its obligations under this Agreement;
- (e) comply with the Client's reasonable health and safety and security rules and procedures while Lanmark personnel are at a Client Site, provided that Lanmark has been notified of those rules and procedures in writing in advance;
- (f) appoint a Lanmark Representative who will act as the principal point of contact for the Client on all matters arising under this Agreement;
- (g) promptly notify the Client if Lanmark becomes unable to comply with any material term of this Agreement, any Service Schedule or any Order Form.

3.2 Lanmark may sub-contract the performance of any part of the Services to a third party without the Client's consent, subject to Clause 13 in respect of Sub-Processors. Lanmark remains responsible for the performance of the Services notwithstanding any such sub-contracting.

3.3 Where the Services include products or services provided by a Third Party Provider, the underlying products or services are subject to the Third Party Provider's own terms. Clause 17 sets out the framework for the Client's relationship with Third Party Providers, including liability allocation and the Client's responsibility for compliance with the Third Party Provider's terms.

4. Client's responsibilities

4.1 The Client will:

- (a) co-operate with Lanmark in all matters relating to the Services, including providing access to Client systems, Client Data and personnel as reasonably required for Lanmark to perform the Services;
- (b) appoint a Client Representative who will act as the principal point of contact for Lanmark on all matters arising under this Agreement;
- (c) ensure that information, data and instructions supplied to Lanmark are accurate, complete and given in a timely manner;
- (d) ensure that the Client systems, hardware, software, networks and operating environment are kept in good working order, properly licensed and adequately patched and supported by the relevant manufacturer or vendor;
- (e) obtain and maintain all licences, consents and permissions necessary for Lanmark to provide the Services, including any consents to processing of Personal Data under the Data Protection Legislation;
- (f) promptly implement any reasonable recommendations made by Lanmark relating to security, patching, backup or business continuity;
- (g) comply with the Fair Usage Policy;
- (h) give Lanmark at least seven (7) Business Days' written notice of any material change to the Client's IT environment that may affect the Services, including changes to network, infrastructure, key applications, key data feeds or Client Sites;
- (i) comply with all applicable laws and regulations in connection with the Client's use of the Services;
- (j) use the Services only for the Client's own internal business purposes and not resell or otherwise make the Services available to third parties without Lanmark's prior written consent;
- (k) ensure that Authorised Users keep secure any passwords, credentials or authentication tokens issued for use of the Services, and notify Lanmark promptly of any compromise.

4.2 If the Client fails to comply with its obligations under Clause 4.1 and the failure prevents or delays Lanmark in the performance of the Services or causes Lanmark to incur additional cost, the Client acknowledges that:

- (a) Lanmark will not be in breach of this Agreement to the extent the failure is the cause;
- (b) Lanmark may adjust the timetable or scope of the Services as reasonably necessary;

(c) Lanmark may charge the Client at its then-current rates for any additional work or resources required as a result;

(d) the failure is a Relief Event.

4.3 The Client must take reasonable measures to ensure that its use of the Services does not jeopardise the operation of the Lanmark System or services Lanmark provides to other clients, including by notifying Lanmark promptly of any denial-of-service attack, ransomware incident or other security event affecting the Client's environment.

4.4 The Client must not store, distribute or transmit through the Services any Virus, or any material that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or discriminatory, or that facilitates illegal activity.

5. Service Schedules, Order Forms and Account Application Form

- 5.1** Each Service Lanmark provides to the Client is described in a Service Schedule published at lanmark.com/terms-of-business. Each Service Schedule supplements this Agreement and applies on top of it. Where there is a conflict between a Service Schedule and this Agreement, the order of precedence at Clause 1.3 applies.
- 5.2** The Services purchased by the Client, the applicable Service Schedules, the Fees, the term, the Client Sites and any other commercial detail are set out in the Order Form. The Order Form contains no contractual terms and cannot override this Agreement or any Service Schedule.
- 5.3** Lanmark may from time to time update a Service Schedule or the Sub-Processors List. The current version of each Service Schedule and of the Sub-Processors List is published at lanmark.com/terms-of-business with a version number and the date the version took effect. The Client is bound by the current published version of each Service Schedule and of the Sub-Processors List from the date that version takes effect. This Clause 5.3 is subject to Clauses 13.6 and 13.7 in respect of any update to the Sub-Processors List that involves the addition, replacement or removal of a Sub-Processor.
- 5.3.1** Updates take effect on the date of publication, except where Lanmark specifies a different effective date in the publication.
- 5.3.2** Lanmark will use reasonable endeavours to notify the Client by email of updates to Service Schedules or the Sub-Processors List that materially affect the Services the Client receives, but updates take effect regardless of whether the Client acknowledges receipt of any such notification.
- 5.3.3** The Client's continued use of a Service after an update to the applicable Service Schedule has taken effect constitutes acceptance of the updated Service Schedule. Where the Client does not wish to accept an update, the Client's remedy is to give notice of non-renewal under Clause 20.2 at the next opportunity.
- 5.4** Lanmark may from time to time update this Agreement. Lanmark will give the Client at least ninety (90) days' written notice of any material change to this Agreement. If the Client reasonably objects in writing within the ninety (90) day notice period:
- (a) the material change will not apply to the Client's existing Services during the notice period or any subsequent termination notice period;
 - (b) the version of this Agreement in force immediately before the change will continue to apply to those existing Services until the Client either withdraws the objection or terminates the affected Services on at least ninety (90) days' written notice; and
 - (c) on termination under sub-clause (b), the Client has no further liability beyond the date the Services cease, save in respect of accrued obligations.

5.5 Where the Client signs an Account Application Form, the Account Application Form forms part of the Agreement. Where the Client does not sign an Account Application Form, this Agreement (together with the applicable Service Schedules and the Order Form) is binding on the Client by virtue of the Client's signature of the Order Form, and the Client acknowledges that by signing the Order Form the Client is bound by the terms of this Agreement as if it had signed the Account Application Form.

6. Authorised Users

- 6.1** Where a Service is provided on a per-user basis, the Client's use of the Service is limited to the number of Authorised Users specified in the Order Form. Authorised Users must be employees, contractors or other personnel of the Client.
- 6.2** The Client must:
- (a) maintain an up-to-date written list of Authorised Users, and provide that list to Lanmark on reasonable request;
 - (b) ensure that Authorised Users use the Services only for the Client's internal business purposes;
 - (c) ensure that Authorised Users keep secure any passwords, credentials or authentication tokens, and use multi-factor authentication where Lanmark provides it;
 - (d) promptly notify Lanmark of any leaver or change of role that affects an Authorised User's continued entitlement to use the Services.
- 6.3** If the actual number of Authorised Users exceeds the number specified in the Order Form, Lanmark will invoice the Client for the excess at the per-user rate set out in the Order Form, with effect from the start of the month in which the excess first occurs.
- 6.4** Lanmark may audit the Client's use of the Services for compliance with the Authorised User numbers no more than once per quarter, on reasonable notice and at Lanmark's expense, in a manner that does not unreasonably interfere with the Client's business. The Client will provide reasonable co-operation with any such audit.

7. Fees and payment

- 7.1** The Client will pay the Fees to Lanmark as set out in the Order Form.
- 7.2** The Fees are exclusive of VAT and any other applicable taxes. The Client will pay any VAT or other applicable tax in addition to the Fees, subject to receipt of a valid VAT invoice.
- 7.3** Unless the Order Form states otherwise:
- (a) recurring Services are invoiced monthly in advance and payable by direct debit on or after the fourteenth (14th) day of the month following the invoice date;
 - (b) consumption-based or usage-metered Services are invoiced monthly in arrears and payable by direct debit on the same cadence;
 - (c) project Services, professional services and other one-off Service engagements are payable within thirty (30) days of the invoice date, by bank transfer. Direct debit is not used for project payments;
 - (d) Goods, hardware and other one-off product purchases are payable within thirty (30) days of the invoice date, by bank transfer. Where the Client has an active direct debit mandate in place with Lanmark in respect of recurring or consumption-based Services, Lanmark may collect Goods or hardware payments under that mandate where the Order Form so states.
- 7.4** Where the Client purchases recurring or consumption-based Services, the Client must set up and maintain a valid direct debit mandate for the duration of those Services. A direct debit mandate is not required where the Client only purchases project Services, professional services or one-off product purchases. If a direct debit collection is dishonoured, the outstanding sum is payable immediately and Lanmark may charge interest in accordance with Clause 7.7 and suspend Services in accordance with Clause 7.8.
- 7.5** If the Client wishes to dispute any part of an invoice, the Client must notify Lanmark in writing within fourteen (14) days of the invoice date, identifying the disputed amount and the grounds for the dispute. The Client will pay the undisputed balance on the due date. The parties will co-operate in good faith to resolve any disputed amount promptly. The Client agrees to pay any disputed amount within five (5) Business Days after the dispute has been resolved.
- 7.6** The Client may not dispute an invoice once a period of three (3) months has elapsed from the date of the invoice.
- 7.7** If payment is not made by the due date, Lanmark may charge interest on the overdue amount at the rate of three percent (3%) per annum above the Bank of England base rate from time to time, accruing daily from the due date until payment is received, whether before or after judgment.

- 7.8** Without prejudice to any other rights, if any sum is overdue and remains unpaid for more than seven (7) days after Lanmark gives the Client written notice of the non-payment, Lanmark may suspend the Services until payment is received.
- 7.9** Lanmark may increase the Fees for a Service once each year, with effect from each anniversary of the Commencement Date of that Service (or such other anniversary date as is set out in the Order Form for that Service), in line with the percentage increase in the Retail Prices Index over the preceding twelve (12) months. Lanmark will give the Client at least thirty (30) days' written notice of any such increase.
- 7.10** Lanmark may pass through any increase in the price charged by a Third Party Provider for an underlying product or service, on at least thirty (30) days' written notice to the Client.
- 7.11** In addition to the increases under Clauses 7.9 and 7.10, Lanmark may increase the Fees on at least ninety (90) days' written notice in the following circumstances only:
- (a) a material change in Lanmark's underlying cost base that is not covered by the annual Retail Prices Index uplift under Clause 7.9 or by a Third Party Provider passthrough under Clause 7.10;
 - (b) a change in the scope of the Services agreed through the Change Request process at Clause 19;
 - (c) a change in law or regulation that imposes a cost on Lanmark in providing the Services.
- 7.11.1** Where Lanmark increases the Fees under Clause 7.11, the Client's remedy if it does not wish to accept the increase is to give notice of non-renewal under Clause 20.2 at the next renewal opportunity. The Client may not terminate the affected Service during the then-current Initial Term or Subsequent Term solely because of an increase under Clause 7.11.
- 7.12** Lanmark may charge for any out-of-scope or additional services requested by the Client at Lanmark's then-current rates, subject to the Change Request process at Clause 19.

8. Warranties and Service Levels

- 8.1** Each party warrants and represents to the other that:
- (a) it has full capacity and authority to enter into and perform this Agreement;
 - (b) this Agreement is executed by a duly authorised representative of that party;
 - (c) it holds all necessary licences, consents and permissions to perform its obligations under this Agreement;
 - (d) in performing its obligations under this Agreement, it will comply with all laws and regulations applicable to it.
- 8.2** Lanmark warrants and represents that the Services will be provided with reasonable skill, care and ability, in accordance with Good Industry Practice, the applicable Service Schedule, the Order Form and the Service Levels.
- 8.2.1** **Lanmark warrants that it maintains and tests, at least annually, a documented business continuity plan covering its own operations and its ability to continue providing the Services in the event of a major disruption to Lanmark's premises, systems, workforce or third-party providers. A summary of the plan and of the most recent annual test results will be made available to the Client on reasonable written request, subject to Lanmark's reasonable confidentiality requirements.**
- 8.3** Except for the warranties expressly set out in this Agreement or in the applicable Service Schedule, no other warranties, conditions or representations (whether express or implied, statutory or otherwise) apply to the Services. To the fullest extent permitted by law, all implied terms relating to satisfactory quality, fitness for a particular purpose, and non-infringement are excluded.
- 8.4** Service Level remedies are addressed at Clause 18.4 (Limitations and exclusions of liability).
- 8.5** The Client acknowledges that:
- (a) the Services depend on systems, networks and third party services that Lanmark does not control, and Lanmark is not responsible for any failure or impairment of those external dependencies;
 - (b) no service can be guaranteed to be uninterrupted or error-free;
 - (c) Lanmark does not warrant the results obtained from the Client's use of the Services or any conclusions drawn from those results.
- 8.6** Lanmark may take any reasonable action it considers necessary to protect the Client's systems or the Lanmark System from a threat (including isolating affected systems, blocking malicious traffic, applying emergency patches, or pausing access to part of a Service), even where the action may affect the Client's business. Where reasonably practicable, Lanmark will give the Client prior notice. Where this is not reasonably practicable, Lanmark will give notice as soon as practicable after the action is taken.

8.7 Lanmark will not be in breach of this Agreement, and the Client's remedies under the Service Levels shall not apply, to the extent that any failure of the Services is caused or contributed to by a Relief Event.

9. Acceptance of Deliverables

- 9.1** Where a Service includes the provision of a Deliverable that is subject to acceptance testing, the applicable Service Schedule or Order Form will specify the Acceptance Criteria and the Acceptance Period for that Deliverable.
- 9.2** On delivery of a Deliverable, the Client will have the Acceptance Period (or, if no period is specified, five (5) Business Days) to test the Deliverable against the Acceptance Criteria. The Client will:
- (a) test the Deliverable promptly and in good faith;
 - (b) give Lanmark written notice within the Acceptance Period of any non-conformities;
 - (c) be deemed to have accepted the Deliverable if no notice of non-conformities is given within the Acceptance Period.
- 9.3** If the Client notifies Lanmark of non-conformities within the Acceptance Period, Lanmark will, at its own cost, use reasonable endeavours to correct the non-conformities and re-deliver the Deliverable. The Client will then have a further period equal to half the original Acceptance Period (or three (3) Business Days, whichever is the longer) to retest. If the Client is still not reasonably satisfied that the non-conformities have been corrected, Lanmark will use a final round of reasonable endeavours, after which the Deliverable will be deemed accepted.
- 9.4** Non-conformities that are not the result of an act or omission of Lanmark (including non-conformities caused by Client-supplied information, third party systems, or changes requested by the Client) are not Lanmark's responsibility to correct and may be addressed through the Change Request process at Clause 19.

10. Supply of Goods

- 10.1** Where Lanmark supplies Goods to the Client as part of the Services, the Goods are sold subject to this Agreement and the applicable Order Form. Any descriptive material, samples or specifications given in advance are indicative only and do not form part of the contract for the Goods.
- 10.2** Lanmark may change the specification of the Goods where necessary to comply with applicable law or where the change does not materially affect their quality or performance.
- 10.3** Where Lanmark is not the manufacturer of the Goods:
- (a) the Goods are supplied subject to the terms, conditions and returns policy of the relevant manufacturer or distributor;
 - (b) Lanmark will use reasonable endeavours to pass through to the Client the benefit of any manufacturer's warranty.
- 10.4** Lanmark may increase the price of Goods that have not yet been delivered to reflect any increase in cost outside Lanmark's reasonable control (including manufacturer price changes, currency fluctuations, changes in import duties or shipping costs), on giving the Client written notice not less than five (5) days before delivery. If the Client does not accept the increase, the Client may cancel the order for the affected Goods by giving Lanmark written notice within those five (5) days.
- 10.5** If Lanmark is unable to supply the Goods ordered, Lanmark may offer Goods of equivalent specification at no additional cost. If the Client does not wish to accept the alternative, the Client may cancel the order for the affected Goods and receive a refund of any sums paid in respect of those Goods. This is the Client's sole remedy in such circumstances.

11. Delivery, title and risk

- 11.1** Lanmark will use reasonable endeavours to deliver Goods on the date stated in the Order Form, but any such date is an estimate only and time is not of the essence for delivery.
- 11.2** Delivery will be made during Normal Business Hours. Lanmark may charge additional fees for deliveries made outside Normal Business Hours at the Client's request.
- 11.3** The Client is responsible (at the Client's cost) for preparing the delivery location and for providing reasonable access to enable delivery and any associated installation. If Lanmark is unable to deliver because the location is not prepared or access is not provided, Lanmark may charge the Client for any additional costs reasonably incurred.
- 11.4** The Client will be deemed to have accepted the Goods if the Client has had five (5) Business Days to inspect the Goods after delivery and has not exercised any right of rejection in accordance with Clause 12.
- 11.5** If Lanmark fails to deliver the Goods within a reasonable period after the agreed delivery date and the failure is not due to a Relief Event, a Force Majeure Event, or any act or omission of a Third Party Provider, Lanmark's liability is limited to the additional reasonable cost the Client incurs in obtaining equivalent goods less the price of the undelivered Goods.
- 11.6** Risk in the Goods passes to the Client on delivery to the Client or to the Client's carrier, whichever is the earlier.
- 11.7** Title in the Goods passes to the Client only when Lanmark has received full payment in cleared funds for those Goods. Until title passes, the Client will keep the Goods separately, insured against all risks for their full price, and not subject the Goods to any lien, charge or other security interest.
- 11.8** Where Goods are loaned by Lanmark to the Client as part of a Service, title in those Goods remains with Lanmark and risk passes to the Client on delivery. The Client must return the loaned Goods to Lanmark on termination of the relevant Service, in accordance with the applicable Service Schedule.

12. Goods warranties and returns

- 12.1** Where Lanmark is not the manufacturer of the Goods, the Client's only warranty is the warranty or other benefit Lanmark has received from the manufacturer and is permitted to pass on to the Client.
- 12.2** Lanmark's liability for any failure of Goods to comply with applicable warranties is as set out in this Clause 12 and not otherwise. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are excluded from this Agreement to the fullest extent permitted by law.
- 12.3** Goods may be returned only in accordance with the manufacturer's or distributor's returns policy. To be eligible for return, Goods must be:
- (a) returned within the timescale set out in the relevant returns policy;
 - (b) covered by a valid manufacturer's warranty;
 - (c) returned in their original packaging, unopened and undamaged.
- 12.4** Restocking fees and shipping costs for any return are the Client's responsibility unless the return is due to a manufacturing defect.

13. Data protection

- 13.1** Each party will comply with the Data Protection Legislation. This Clause 13 supplements (and does not relieve, remove or replace) a party's obligations under the Data Protection Legislation.
- 13.2** For the purposes of the Data Protection Legislation, in the provision of the Services:
- (a) the Client is the controller of any Personal Data processed by Lanmark on the Client's behalf in connection with the Services;
 - (b) Lanmark is the processor of that Personal Data.
- 13.2.1** Notwithstanding Clause 13.2, the Client acknowledges that Lanmark acts as an independent controller, and not as a processor for the Client, in respect of Personal Data that Lanmark processes for its own business administration, internal records, compliance, security monitoring, fraud prevention, service improvement and similar internal purposes. Lanmark's processing as an independent controller is governed by Lanmark's privacy notice published at lanmark.com/privacy-policy/ and not by this Clause 13.
- 13.3** The subject matter, duration, nature and purpose of the processing, the types of Personal Data, the categories of data subjects and the Client's documented instructions for the processing are set out in:
- (a) the Account Application Form;
 - (b) the Order Form;
 - (c) the applicable Service Schedule; and
 - (d) this Agreement (taken as a whole).
- 13.4** Lanmark will, in respect of Personal Data processed in connection with the Services:
- (a) process the Personal Data only on the documented instructions of the Client, unless required to do so by law, in which case Lanmark will inform the Client of the legal requirement before processing (unless the law prohibits Lanmark from doing so);
 - (b) immediately inform the Client if, in Lanmark's opinion, an instruction given by the Client under sub-clause (a) infringes the Data Protection Legislation;
 - (c) ensure that all Lanmark personnel who have access to the Personal Data are bound by appropriate confidentiality obligations and have received appropriate training on the Data Protection Legislation;
 - (d) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks presented by the processing, having regard to the state of the art, the cost of implementation, the nature, scope, context and purposes of the processing and the risk to data subjects' rights and freedoms. Those measures include, where appropriate, the pseudonymisation and encryption of Personal Data, the ability to ensure the ongoing

confidentiality, integrity, availability and resilience of processing systems, the ability to restore availability and access to Personal Data in a timely manner after an incident, and a process for regularly testing the effectiveness of those measures;

- (e) taking into account the nature of the processing, assist the Client by appropriate technical and organisational measures, insofar as this is possible, in fulfilling the Client's obligation to respond to requests from data subjects exercising rights under the Data Protection Legislation;
- (f) assist the Client in ensuring compliance with the Client's obligations under Articles 32 to 36 of the UK GDPR, taking into account the nature of processing and the information available to Lanmark;
- (g) notify the Client without undue delay after becoming aware of a personal data breach (as defined in the UK GDPR) involving the Personal Data, and provide the Client with sufficient information to allow the Client to meet any obligation to report the breach to the Information Commissioner's Office and to data subjects;
- (h) at the Client's choice, delete or return all Personal Data to the Client at the end of the provision of the relevant Services, and delete existing copies (unless retention is required by law);
- (i) make available to the Client all information reasonably necessary to demonstrate compliance with this Clause 13, and allow for, and contribute to, audits, including inspections, conducted by the Client or another auditor mandated by the Client, on reasonable notice and not more than once per year (unless required following a personal data breach or by the Information Commissioner's Office).

13.5 Lanmark uses Sub-Processors to provide the Services. The Sub-Processors are identified in the Sub-Processors List published at lanmark.com/terms-of-business. By signing the Order Form or otherwise accepting this Agreement, the Client authorises Lanmark's use of the Sub-Processors identified in the Sub-Processors List.

13.6 Lanmark will:

- (a) give the Client at least thirty (30) days' written notice of any proposed change to the Sub-Processors List (whether by addition, replacement or removal of a Sub-Processor), so that the Client has a reasonable opportunity to object before the change takes effect;
- (b) ensure that each Sub-Processor is bound by a written contract with Lanmark that imposes data protection obligations no less protective than those set out in this Agreement;
- (c) remain fully liable to the Client for the performance of the Sub-Processor's obligations.

- 13.7** If the Client reasonably objects to a proposed Sub-Processor change within the thirty (30) day notice period and the parties cannot agree an alternative within a further thirty (30) days, either party may terminate the affected Services on at least thirty (30) days' notice without further liability beyond the date the Services cease, save in respect of accrued obligations.
- 13.8** Lanmark will not transfer Personal Data outside the United Kingdom unless the transfer is supported by an appropriate transfer mechanism recognised under the Data Protection Legislation, including (without limitation) an adequacy regulation, the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, or any replacement or successor mechanism recognised under the Data Protection Legislation from time to time. Where Personal Data is transferred to a Sub-Processor outside the United Kingdom, Lanmark will identify the transfer mechanism in the Sub-Processors List.
- 13.9** The Client warrants that:
- (a) it has all necessary rights to provide the Personal Data to Lanmark for the processing contemplated by this Agreement;
 - (b) any instructions it gives to Lanmark in respect of the Personal Data comply with the Data Protection Legislation;
 - (c) it has provided all necessary information and notices to data subjects, and has obtained all necessary consents, to enable Lanmark to process the Personal Data lawfully in connection with the Services.
- 13.10** Lanmark may monitor, record and retain communications between Lanmark and the Client (and between Lanmark and any Authorised User) for the purpose of providing the Services. The Client will inform Authorised Users that such communications are recorded and retained as part of the Services and will ensure that any necessary notices and consents are in place to enable Lanmark to do so. Any further processing by Lanmark of such communications for its own purposes (including training Lanmark personnel, monitoring the quality of the Services and preventing fraud) is carried out by Lanmark as an independent controller under Clause 13.2.1 and is governed by Lanmark's privacy notice, and not by this Clause 13.

14. Confidentiality

14.1 Each party will:

- (a) keep the other party's Confidential Information confidential;
- (b) use the other party's Confidential Information only for the purpose of performing this Agreement;
- (c) not disclose the other party's Confidential Information to any third party except as expressly permitted by this Agreement.

14.2 Each party may disclose Confidential Information to its employees, contractors, agents and professional advisers who reasonably need to know it for the purpose of performing this Agreement, provided that the recipient is bound by obligations of confidentiality at least as strict as those in this Clause 14.

14.3 Each party may disclose Confidential Information to the extent required to do so by law, by a regulator with authority over that party, or by a court of competent jurisdiction, provided that (where lawful and reasonably practicable) the party first notifies the other party so that the other party has an opportunity to challenge the disclosure or seek a protective order.

14.4 The obligations of confidentiality in this Clause 14 do not apply to information that:

- (a) is or becomes publicly available other than through the receiving party's breach of this Agreement;
- (b) was already known to the receiving party free of any duty of confidence at the time of disclosure;
- (c) is received by the receiving party from a third party who is free to disclose it;
- (d) is independently developed by the receiving party without reference to the disclosing party's Confidential Information.

14.5 Each party will return or destroy the other party's Confidential Information on termination of this Agreement, except to the extent retention is required by law or for the purposes of complying with continuing obligations under this Agreement.

15. Intellectual property rights

- 15.1** All Background Materials remain the property of Lanmark (or its licensors). Lanmark grants the Client a non-exclusive, non-transferable, royalty-free licence to use the Background Materials to the extent reasonably necessary for the Client to receive and use the Services during the Term.
- 15.2** All Intellectual Property Rights in bespoke materials, designs, configurations, code or other Deliverables specifically created by Lanmark for the Client under an Order Form (Bespoke IPR) will vest in the Client on payment in full for the relevant Deliverable. Lanmark assigns to the Client, with full title guarantee, all such Bespoke IPR conditional on payment in full. The Client grants Lanmark a perpetual, royalty-free, non-exclusive licence to use the Bespoke IPR for the purpose of providing the Services.
- 15.3** Intellectual Property Rights in any ideas, concepts, methodologies, techniques, know-how or general improvements developed by Lanmark in the course of providing the Services (and not constituting Bespoke IPR) remain the property of Lanmark.
- 15.4** Each party will indemnify the other against any direct losses, costs and damages awarded against the indemnified party in any proceedings, or paid by the indemnified party in settlement of any claim, brought by a third party that the indemnified party's use of the indemnifying party's Intellectual Property Rights in connection with this Agreement infringes that third party's Intellectual Property Rights. The indemnity is conditional on the indemnified party:
- (a) promptly notifying the indemnifying party of the claim;
 - (b) giving the indemnifying party sole conduct of the defence and settlement of the claim (subject to the indemnifying party obtaining the indemnified party's prior consent to any settlement that requires the indemnified party to admit liability or pay any sum);
 - (c) providing reasonable co-operation at the indemnifying party's cost;
 - (d) not making any admission or settlement of the claim without the indemnifying party's prior written consent.
- 15.5** If a third party claim is made or threatened that the use of any Lanmark-supplied Background Materials or Deliverables infringes a third party's Intellectual Property Rights, Lanmark may at its own cost:
- (a) modify the materials so they no longer infringe, provided the modified materials remain materially fit for purpose; or
 - (b) procure for the Client the right to continue using the materials; or
 - (c) terminate the affected Services and refund the Client any Fees paid in advance for those Services.
- 15.6** Lanmark's indemnity under Clause 15.4 does not apply to the extent the claim arises from:

- (a) the Client's use of Lanmark-supplied materials in combination with materials not supplied or approved by Lanmark, where the combination gives rise to the claim;
- (b) any modification of Lanmark-supplied materials by or for the Client without Lanmark's consent.

16. Backup arrangements (framework)

- 16.1** The Client is responsible for ensuring that adequate backup arrangements are in place for the Client's data, applications and systems. Where the Client does not purchase backup Services from Lanmark, the Client is solely responsible for putting backup arrangements in place that meet the Client's risk tolerance and business requirements.
- 16.2** Where the Client purchases backup Services from Lanmark, the operational scope, retention, recovery time objectives, tiers and applicable standards for those Services are set out in the Backup Services Schedule.
- 16.3** To the extent that any loss of data or inability to restore data suffered by the Client is caused by: (a) the Client's decision not to purchase backup Services from Lanmark; (b) the Client's choice of backup arrangements (whether supplied by Lanmark or by a third party or by the Client itself) that do not meet a standard recommended by Lanmark; or (c) the Client's failure to follow reasonable backup-related recommendations made by Lanmark in writing, the Client will indemnify Lanmark against any third-party claims made against Lanmark, and reasonable costs and expenses (including reasonable legal fees) incurred by Lanmark in connection with such third-party claims, arising out of that loss or inability to restore. This indemnity is subject to the limitations and exclusions of liability at Clause 18.
- 16.4** Lanmark excludes all liability for any backup failure, loss of data or inability to restore data caused by environmental conditions, human error of the Client, third party action or any other factor outside Lanmark's reasonable control.

17. Third party licences and terms

- 17.1** Where Lanmark provides or procures Services that include products or services provided by a Third Party Provider, the underlying products or services are subject to the Third Party Provider's own terms and conditions. The applicable Service Schedule will identify the Third Party Provider and the location at which the Third Party Provider's terms are published. Lanmark does not republish those terms but refers the Client to them by URL.
- 17.2** The Client must comply with the relevant Third Party Provider's terms in respect of the Client's use of the underlying product or service. Where the Third Party Provider requires the Client to enter into a direct agreement with the Third Party Provider (such as the document published by Microsoft as the "Microsoft Customer Agreement" for Microsoft Cloud services), the Client must enter into that agreement as a condition of receiving the relevant Service.
- 17.3** Lanmark will not knowingly configure or supply the Services in a way that causes the Client to be in breach of the Third Party Provider's terms, provided that the Client has supplied accurate information to Lanmark about the Client's intended use, environment and licensing position, and follows Lanmark's reasonable instructions in respect of the Third Party Provider's terms.
- 17.4** Lanmark is not liable for any act or omission of any Third Party Provider, including any failure of the Third Party Provider's product or service to meet a Service Level published by the Third Party Provider or to perform as described in the Third Party Provider's documentation. The Client's remedy in respect of such matters is against the Third Party Provider in accordance with the Third Party Provider's terms. Lanmark will use reasonable endeavours to assist the Client in pursuing remedies against the Third Party Provider where applicable.

18. Limitations and exclusions of liability

18.1 Nothing in this Agreement excludes or limits a party's liability for:

- (a) death or personal injury caused by that party's negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) the gross negligence or wilful default of that party;
- (d) any other liability which cannot be limited or excluded under applicable law.

18.2 Subject to Clause 18.1, each party's total aggregate liability to the other in contract, tort (including negligence), misrepresentation, restitution or otherwise arising under or in connection with this Agreement is limited, on a per-Service basis and per Contract Year, as follows:

- (a) for any Service that has recurring or consumption-based Fees, the cap is one hundred percent (100%) of those recurring or consumption-based Fees paid or payable by the Client to Lanmark in respect of that Service during the relevant Contract Year, excluding any one-off onboarding, setup or transition Fees that are charged in addition to the recurring or consumption-based Fees. Where the event giving rise to the liability arises in the first Contract Year of such a Service, the cap is calculated by reference to the recurring or consumption-based Fees payable for that Service for that first Contract Year;
- (b) for any Service that is a one-off project, professional services or other one-off engagement with no recurring or consumption-based Fees, the cap is one hundred percent (100%) of the Fees paid or payable by the Client to Lanmark in respect of that Service.

18.2.1 The cap is aggregate per Service per Contract Year and applies whether the liability arises from one or more claims, events or matters.

18.2.2 All indemnities given by either party under this Agreement (including the indemnities at Clauses 15.4 and 16.3) are subject to the limitations and exclusions of liability in this Clause 18, including the per-Service per-Contract Year cap at Clause 18.2 and the exclusions at Clause 18.3. The only exceptions are the carve-outs at Clause 18.1, which remain uncapped.

18.3 Subject to Clause 18.1, neither party is liable to the other (whether in contract, tort, misrepresentation, restitution or otherwise) for any:

- (a) loss of profits;
- (b) loss of revenue;
- (c) loss of anticipated savings;
- (d) loss of business opportunity;
- (e) loss of goodwill or reputation;
- (f) loss or corruption of data, except to the extent that the loss or corruption is directly caused by Lanmark's breach of an express backup obligation in the

applicable Service Schedule for a Service the Client has subscribed to, in which case Lanmark's liability is limited to the direct and reasonably foreseeable cost incurred by the Client to restore or recreate the data from the latest successful backup point, and remains subject to the cap at Clause 18.2;

(g) indirect or consequential loss of any kind.

- 18.4** Subject to Clause 18.1, the Service Levels (as set out in the applicable Service Schedule) state the Client's full and exclusive remedy, and Lanmark's only obligation and liability, for any non-performance or non-availability of the Services.
- 18.5** No claim may be brought under this Agreement unless the claiming party gives the other party written notice of the claim within twelve (12) months of the date on which the claiming party became aware, or ought reasonably to have become aware, of the matter giving rise to the claim.
- 18.6** Each party will maintain in force during the Term insurance policies appropriate to its obligations under this Agreement. Lanmark maintains the following minimum levels of cover:
- (a) Public Liability insurance: £2,000,000 per claim;
 - (b) Professional Indemnity insurance: £5,000,000 per claim;
 - (c) Employers Liability insurance: £10,000,000 per claim;
 - (d) Cyber insurance: £5,000,000 in the aggregate.
- 18.7** Lanmark will provide evidence of cover on reasonable request.

19. Change requests

- 19.1** Either party may request a change to the Services, the Service Schedule or the Order Form (a Change Request). A Change Request must be made in writing and must set out the change in sufficient detail to enable the other party to assess it.
- 19.2** On receipt of a Change Request, Lanmark will assess the change and provide the Client with a written estimate of:
- (a) the time required to implement the change;
 - (b) any variation to the Fees as a result of the change;
 - (c) the effect of the change on the Services and the Service Levels;
 - (d) any other impact of the change on the terms of this Agreement or the Order Form.
- 19.3** The Client will notify Lanmark in writing within five (5) Business Days of receipt of the written estimate whether the Client accepts the Change Request. Until accepted in writing by both parties, neither party is bound by the Change Request and the parties will continue to perform their existing obligations.
- 19.4** Once accepted in writing by both parties, the Change Request will be incorporated into the relevant Order Form, Service Schedule or this Agreement (as appropriate) and Lanmark will commence performance of the Change Request.
- 19.5** Lanmark may charge for assessing and reporting on a Change Request at Lanmark's then-current rates.

20. Term and termination

20.1 Initial Term and Subsequent Term

- 20.1.1** Each Service commences on the Commencement Date specified in the Order Form and continues for the Initial Term unless terminated earlier in accordance with this Agreement.
- 20.1.2** On expiry of the Initial Term, each Service will continue automatically for a Subsequent Term unless a party gives written notice of non-renewal in accordance with Clause 20.2.
- 20.1.3** Each Subsequent Term will end on the anniversary of its start and will continue automatically for a further Subsequent Term unless a party gives written notice of non-renewal in accordance with Clause 20.2.

20.2 Notice of non-renewal

- 20.2.1** Either party may give written notice of non-renewal of a Service at any time prior to ninety (90) days before the end of the then-current Initial Term or Subsequent Term. The notice must identify the Service and the date the non-renewal takes effect, which must be the last day of the then-current Initial Term or Subsequent Term.
- 20.2.2** A notice of non-renewal does not terminate the Service during the then-current Initial Term or Subsequent Term. The Client remains liable for the Fees for the Service to the end of that term.

20.3 Termination for cause

- 20.3.1** Either party may terminate this Agreement (or any individual Service) immediately on written notice if the other party:
- (a) commits a material breach of this Agreement which (if capable of remedy) is not remedied within forty-five (45) days after written notice requiring it to do so;
 - (b) commits a material breach of Clauses 13 (data protection), 14 (confidentiality) or 23 (anti-bribery and anti-slavery), in which case no remedy period applies;
 - (c) suffers an Insolvency Event.
- 20.3.2** The Client may terminate this Agreement (or any individual Service) on at least ninety (90) days' written notice if Lanmark gives notice of a material adverse change to this Agreement under Clause 5.4 and the Client reasonably objects to the change.
- 20.3.3** Lanmark may suspend any Service in accordance with Clause 7.8 if any Fees due in respect of that Service are seven (7) days or more overdue, after Lanmark has given written notice of the non-payment. Lanmark may terminate the affected Service immediately on written notice if the Fees remain unpaid for a further twenty-one (21) days after the suspension notice.

20.4 Consequences of termination or expiry

- 20.4.1** On termination or expiry of this Agreement (or any individual Service) for any reason:
- (a) Lanmark will cease providing the affected Services;
 - (b) the Client will pay all sums due and payable up to and including the date of termination;
 - (c) where termination is for the Client's material breach or Insolvency Event, the Client will pay any remaining Fees for the Service through to the end of the then-current Initial Term or Subsequent Term;
 - (d) the Client will return any loaned equipment to Lanmark in accordance with the applicable Service Schedule;
 - (e) each party will, at the other party's option, return or destroy the other party's Confidential Information.
- 20.4.2** Lanmark will retain Client Data for a maximum period of three (3) months from the date of termination, after which Lanmark will delete the Client Data in accordance with the Data Protection Legislation, save where retention is required by law.
- 20.4.3** Lanmark will provide the Client (or to any third party nominated by the Client in writing) with such reasonable assistance during a notice period and for up to ninety (90) days after termination as is reasonably required to effect an orderly transition of the affected Services to the Client or to a successor service provider. Such transition assistance is chargeable at Lanmark's then-current rate card unless otherwise expressly stated in the applicable Service Schedule or Order Form. The Client and Lanmark will agree the scope and estimated cost of transition assistance in advance.
- 20.4.4** Termination or expiry does not affect any rights, remedies or liabilities of either party that have accrued up to the date of termination.
- 20.4.5** Any provision of this Agreement that is expressly or impliedly intended to survive termination or expiry will continue in force after termination or expiry.

20.5 Termination for Client convenience and termination charges

20.5.1 Where the Client terminates this Agreement, or any individual Service under this Agreement, for the Client's own convenience before the end of the Initial Term or the then-current Subsequent Term for that Service, and otherwise than under Clause 20.3 (Termination for cause), the Client will pay Lanmark, in full, the remaining Fees that would have fallen due under the Order Form for that Service through to the end of that Initial Term or Subsequent Term.

20.5.2 Clause 20.5.1 does not apply where:

- (a) the applicable Service Schedule sets out a different Service-specific termination charges position, in which case that Schedule prevails to the extent of the difference;
- (b) Lanmark agrees in writing to a different position with the Client; or
- (c) the Client gives notice of non-renewal under Clause 20.2 to take effect at the end of the then-current Initial Term or Subsequent Term (in which case the Client pays Fees only through to the end of that Term).

20.5.3 This Clause 20.5 reflects that Lanmark's delivery of the Services involves substantial commitments made by Lanmark to support the Client over the Term, including: resourcing commitments (engineer, consultant and support capacity reserved for the Client's account); third-party supplier commitments (subscription, licence, capacity and platform commitments made by Lanmark to Third Party Providers in connection with the Service, whether Lanmark-provisioned or Third Party Provider-provisioned); and (in some Services) capital commitments (including but not limited to equipment procurement under PCaaS). These commitments are made on the basis of the Client's commitment to the agreed Term and are not reversible by Lanmark mid-Term. The Client's payment under Clause 20.5.1 is a primary payment obligation reflecting the agreed commercial commitment for the Term, and is not a penalty or a liquidated damages provision.

20.5.4 The Client's obligations under this Clause 20.5 are without prejudice to:

- (a) any Fees that have accrued up to the date of termination, which remain payable in accordance with Clause 7 (Fees and payment);
- (b) any Service-specific charges that apply on termination under the applicable Service Schedule, including hardware return charges, equipment loan replacement charges, data extraction charges and similar; and
- (c) any other right or remedy of Lanmark.

20.5.5 Where Lanmark incurs termination charges, early-exit fees, cancellation penalties or other passthrough costs from any Third Party Provider as a direct consequence of the termination of a Service by the Client (whether under Clause 20.5.1, Clause 20.3, Clause 20.4 or otherwise), the Client will reimburse Lanmark for those costs in addition to any Fees payable under Clause 20.5.1 or Clause 20.4. Lanmark will use reasonable endeavours to mitigate such costs but the Client acknowledges that Third Party

Provider termination charges are typically not capable of mitigation by Lanmark. This Clause 20.5.5 applies in addition to (and not in substitution for) any Service-specific charges under Clause 20.5.4(b).

21. Staff non-solicitation

- 21.1** Neither party will, during the Term and for twelve (12) months after termination or expiry, directly or indirectly solicit for employment or engagement any employee or contractor of the other party who has been materially involved in the provision or receipt of the Services.
- 21.2** Clause 21.1 does not apply to:
- (a) general recruitment advertising not specifically targeted at the other party's staff;
 - (b) responses to such general advertising.
- 21.3** If a party breaches Clause 21.1, the breaching party will pay the other party as liquidated damages a sum equal to the greater of:
- (a) fifty thousand pounds (£50,000); or
 - (b) one hundred percent (100%) of the annual gross base salary of the person concerned at the time of the breach (excluding bonus, commission, benefits and employer pension contributions).
- 21.3.1** The parties acknowledge that the formula at Clause 21.3 is a reasonable pre-estimate of the loss that would arise from a breach of Clause 21.1, having regard to recruitment costs, training costs, productivity loss and the disruption caused by losing a person materially involved in the Services.

22. Relief events and force majeure

- 22.1** Lanmark will not be liable for any failure or delay in performance of its obligations under this Agreement to the extent the failure or delay is caused or contributed to by a Relief Event.
- 22.2** Neither party will be liable to the other for any failure or delay in performance of its obligations under this Agreement to the extent the failure or delay is caused by a Force Majeure Event, provided that:
- (a) the affected party gives prompt written notice to the other party of the Force Majeure Event, the expected duration and the obligations affected;
 - (b) the affected party uses reasonable endeavours to mitigate, overcome or work around the effects of the Force Majeure Event.
- 22.3** If a Force Majeure Event continues for more than two (2) months, the party not affected may terminate the affected Services on seven (7) days' written notice without further liability beyond the date the Services cease, save in respect of accrued obligations.

23. Anti-bribery and anti-slavery

23.1 Each party will:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010;
- (b) comply with all applicable laws, statutes, regulations and codes relating to anti-slavery and anti-human-trafficking, including the Modern Slavery Act 2015;
- (c) promptly notify the other party of any actual or suspected breach of this Clause 23 by it or by any of its personnel or sub-contractors in connection with the performance of this Agreement;
- (d) ensure that its personnel, sub-contractors and others operating on its behalf in connection with this Agreement are bound by obligations no less protective than those in this Clause 23.

23.2 Breach of this Clause 23 is deemed to be a material breach of this Agreement that is not capable of remedy for the purposes of Clause 20.3.1(b).

24. Travel and expenses

- 24.1** Unless the Order Form states otherwise, Lanmark's Fees include reasonable Lanmark personnel travel time to and from any Client Site within the area enclosed by the M25 orbital motorway. Travel time for any work outside that area will be charged to the Client at Lanmark's standard time and materials rates as set out in the Order Form.
- 24.2** Travel expenses (including transport, accommodation and subsistence) reasonably incurred by Lanmark personnel in connection with any work outside the M25 area will be charged to the Client at cost plus a fifteen percent (15%) administration uplift. Lanmark will obtain the Client's prior written approval for any individual item of travel expense in excess of one thousand five hundred pounds (£1,500).
- 24.3** The Order Form may set out an agreed variation to the M25 boundary or the administration uplift for a particular engagement. Any such variation has effect only for the engagement to which the Order Form relates.

25. Notices

25.1 Any notice given to a party under this Agreement must be in writing and:

- (a) delivered personally to that party's registered office or principal place of business;
- (b) sent by pre-paid first-class post or next Business Day courier to that party's registered office or principal place of business; or
- (c) sent by email to the email address specified by that party for notices in the Order Form or, in the absence of such a specification, to commercial.team@lanmark.com (in the case of Lanmark) or to the email address in the Account Application Form or Order Form (in the case of the Client).

25.2 A notice is deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) if sent by post or courier, at 9.00am on the second Business Day after posting or dispatch;
- (c) if sent by email, at the time of transmission, or if outside Normal Business Hours, at 9.00am on the next Business Day, provided that the sender does not receive an automated delivery failure notification within twenty-four (24) hours of sending.

25.3 This Clause 25 does not apply to the service of any proceedings or other documents in any legal action or arbitration.

26. Dispute resolution

- 26.1** If a dispute arises between the parties in connection with this Agreement, the parties will first attempt to resolve it in good faith between their respective Representatives within thirty (30) days of one party giving written notice of the dispute to the other.
- 26.2** If the Representatives cannot resolve the dispute within that thirty (30) day period, the dispute will be escalated to a senior representative of each party at director level. The senior representatives will meet (in person or by video conference) within ten (10) Business Days and attempt to resolve the dispute in good faith.
- 26.3** If the senior representatives cannot resolve the dispute within a further thirty (30) days, either party may proceed with any other available remedy, including litigation.
- 26.4** Nothing in this Clause 26 prevents either party from seeking interim or injunctive relief at any time.

27. Marketing

Each party may, with the prior written consent of the other (not to be unreasonably withheld), refer to the other party as a client or supplier in marketing materials, on its website and in case studies. Each party retains control over the use of its name, logo and brand.

28. General

28.1 Entire agreement

28.1.1 This Agreement constitutes the entire agreement between the parties in respect of its subject matter and supersedes all prior agreements, understandings, representations and arrangements, whether written or oral, between the parties relating to the subject matter.

28.1.2 Each party acknowledges that, in entering into this Agreement, it has not relied on any statement, representation, warranty or understanding (whether made innocently or negligently) not expressly set out in this Agreement.

28.1.3 No variation of this Agreement is effective unless it is in writing and signed by an authorised representative of each party.

28.2 Assignment

28.2.1 Neither party may assign, transfer, charge or otherwise deal with any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld).

28.2.2 Lanmark may sub-contract the performance of any part of the Services in accordance with Clause 3.2.

28.3 No partnership or agency

Nothing in this Agreement creates a partnership, joint venture or agency relationship between the parties. Neither party is authorised to make any commitment on behalf of the other.

28.4 Third party rights

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The parties' rights to vary or terminate this Agreement do not require the consent of any third party.

28.5 Waiver

A failure or delay by a party to exercise any right or remedy under this Agreement or at law does not waive that right or remedy. No single or partial exercise of a right or remedy prevents the further exercise of that or any other right or remedy. A waiver is effective only if given in writing.

28.6 Severance

If any provision of this Agreement is held to be invalid, illegal or unenforceable, that provision will be deemed deleted to the extent necessary to give effect to the remaining provisions.

The parties will negotiate in good faith to amend the deleted provision in a manner that achieves, to the greatest extent possible, the parties' original commercial intention.

28.7 Counterparts

This Agreement may be executed in any number of counterparts, each of which is an original and which together constitute one agreement. Electronic signatures (including via PandaDoc, Qwilr or any equivalent platform) are valid execution of this Agreement.

29. Governing law and jurisdiction

- 29.1** This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims), is governed by and construed in accordance with the laws of England and Wales.
- 29.2** Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter (including non-contractual disputes or claims).

Execution

This Master Services Agreement is binding on the Client on the earlier of:

- (a) the Client's signature of the Account Application Form;
- (b) the Client's signature or acceptance of an Order Form referencing this Master Services Agreement;
- (c) the Client's continued use of any Service Lanmark provides after the Client has been given notice that this Master Services Agreement applies.

This Master Services Agreement is binding on Lanmark Limited by its publication at lanmark.com/terms-of-business and by Lanmark's commencement of the relevant Services.

End of Master Services Agreement.